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6 UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

7 SAVITT & BRUCE LLP,

8 Plaintiff,

9 v.

10 CONTEMPORARY SERVICES
11 CORPORATION,

12 Defendant.

No. C09-1023RSL

ORDER GRANTING IN PART
PLAINTIFF'S MOTION FOR
SUMMARY JUDGMENT ON
AMOUNTS PREVIOUSLY PAID


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15 This matter comes before the Court on "Plaintiff's Motion for Summary Judgment
16 on Amounts Previously Paid by Defendant." Dkt. # 81. Although the title of the motion, the
17 title of the two proposed orders, and all four sections of the legal argument refer only to the
18 entry of judgment regarding fees already paid by defendant, plaintiff includes in its motion a
19 one-paragraph request for entry of judgment as to all unpaid fees as well. Dkt. # 81 at 13. On
20 the day its opposition was due, defendant notified plaintiff that it conceded the validity of
21 plaintiff's argument regarding amounts already paid and declined to file an opposition
22 memorandum. Dkt. # 87 at ¶ 5. Plaintiff then filed a reply highlighting its request for all fees,
23 both paid and unpaid. Dkt. # 86.¹

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25 ¹ Because this matter can be decided on the papers submitted, plaintiff's request for oral
26 argument is DENIED.

1 A careful reading of plaintiff's motion would have shown that plaintiff was
2 requesting various alternate levels of relief, including entry of final judgment on all disputed
3 amounts. The motion was presented, however, as a request for judgment regarding amounts
4 previously paid, and the bulk of the motion addresses that particular request for relief. Plaintiff
5 does not mention that it is seeking judgment on all disputed fees in its concluding paragraph,
6 instead stating that "only the remaining \$28,123.65 in unpaid fees and costs questioned in the
7 Maue Report will remain at issue for further proceedings." Dkt. # 81 at 22. The Court is
8 reluctant to enter judgment based on an argument that was buried in the center of a twenty-two
9 page memorandum and of which defendant was unaware until the reply memorandum was
10 filed.

11 For all of the foregoing reasons, plaintiff's primary request for relief for judgment
12 on amounts previously paid is GRANTED in part. Defendant accepted plaintiff's performance
13 under their fee agreement and paid all but the last three invoices with full knowledge of the
14 work plaintiff performed and the amount charged for that work. It may not revisit those
15 payment decisions in this litigation, regardless of whether defendant's expert believes the
16 amounts already paid were questionable or not. The only amounts at issue in this litigation are
17 stated in the three unpaid invoices, totaling \$180,609.24. While it appears that only \$28,123.65
18 of that total is actually in dispute, the Court declines to enter judgment on unpaid amounts in
19 the context of a motion seeking summary judgment on amounts previously paid.
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21 Dated this 19th day of March, 2012.

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23 Robert S. Lasnik
24 United States District Judge
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